

AGREEMENT

SUB-003-01
April 2017

**STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
SUBGRANT AGREEMENT**

SUBGRANT AGREEMENT NUMBER: #

The **MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES**, hereinafter referred to as "MDCPS," and Youth Villages, Inc., hereinafter referred to as "SUBGRANTEE," by the signatures affixed herein, do hereby make and enter into this Agreement.

WHEREAS, pursuant to Section 43-1-2 of the 1972 Mississippi Code Annotated, as amended and 42 U.S.C. ' 604a, MDCPS is authorized to enter into agreements with public and private agencies for the purpose of purchasing certain services for the benefit of eligible individuals under the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, hereinafter the "Act"; and

WHEREAS, the Subgrantee is eligible for entering into agreements with MDCPS for the purpose of providing services for the benefit of certain eligible individuals under the Act; and

WHEREAS, the services being contracted for in this Agreement are not otherwise available on a non-reimbursable basis; and

WHEREAS, MDCPS wishes to purchase such services from Subgrantee;

NOW THEREFORE, in consideration of the mutual understandings and agreements set forth, MDCPS and Subgrantee agree as follows:

**SECTION I
PURPOSE**

The purpose of this Agreement is to engage the In Home services of the Subgrantee to perform certain services under the Act.

**SECTION II
RESPONSIBILITY OF SUBGRANTEE**

The Subgrantee shall provide, perform, and complete in a satisfactory manner as determined by MDCPS, the services described in Exhibit A, entitled "Scope of Services" which is made a part hereof and incorporated by reference and the "2nd Modified Mississippi Settlement Agreement and Reform Plan," attached hereto as Exhibit B.

**SECTION III
TERM OF AGREEMENT**

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The Subgrantee shall undertake and complete services to be rendered under this Agreement beginning July 24, 2017, or after all parties have signed, whichever is later, and end June 30, 2019. This subgrant may be renewed at the discretion of MDCPS upon written notice to Subgrantee at least ninety days prior to each contract anniversary date for a period of three (3) successive one-year periods under the same prices, terms, and conditions as in the original subgrant and/or subsequent subgrants. The total number of renewal years permitted shall not exceed three (3), or extend past June 30, 2022. However, if MDCPS does not intend to renew the contract, Youth Villages shall be notified at least ninety (90) days prior to the contract anniversary date.

SECTION IV SUBGRANT AMOUNT AND PAYMENT

A. SUBGRANT AMOUNT

As full and complete compensation for the services to be provided hereunder, total reimbursement by MDCPS shall not exceed Five Million Two Hundred Fifty Six Thousand and Zero Dollars (\$5,256,000) for the term of this subgrant. These services shall be budgeted in accordance with the Budget Sheets attached hereto as Exhibit C and incorporated herein.

B. MAXIMUM LIABILITY

Irrespective of any other provisions of this Agreement, its attachments, laws and regulations or the obligation of the Subgrantee, the liability of payment by MDCPS to Subgrantee of federal and/or state funds shall be limited to an amount not to exceed the sum of Five Million Two Hundred Fifty Six Thousand and Zero Dollars (\$5,256,000) in consideration of all the activities and/or services provided pursuant to this Agreement unless specifically increased in accordance with Section XXIII of the Agreement.

C. CONSIDERATION AND METHOD OF PAYMENT

Payment method is either by **Cost Reimbursement** as referenced on the Subgrant/Agreement Signature Sheet, Item 6. Eligible expenses are outlined in the Budget Summary and Cost Summary Support Sheet(s), attached hereto and made a part hereof. For any request for funds to be processed, MDCPS must receive required monthly program and fiscal reports as outlined in Section XIX of this Agreement. Any increase, decrease or change in the funding under this Agreement that is authorized by the parties, in compliance with applicable laws and policies, shall require a modification of the amounts listed in the Budget Summary and Cost Summary Support Sheets pursuant to Section XXIII of this Agreement.

SECTION V AVAILABILITY OF FUNDS

It is expressly understood and agreed that the obligation of the MDCPS to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the

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federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to MDCPS, MDCPS shall have the right upon ten (10) working days written notice to Independent Contractor, to terminate this agreement without damage, penalty, cost or expenses to the MDCPS of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination .

SECTION VI RELATIONSHIP OF THE PARTIES

- A.** It is expressly understood and agreed that MDCPS enters into this Subgrant with Subgrantee on a purchase of service basis and not on an employer-employee relationship basis. Nothing contained herein shall be deemed or construed by MDCPS, the Subgrantee, or any third party as creating the relationship of principal and agent, partners, joint venturers, or any similar such relationship between MDCPS and the Subgrantee. Neither the method of computation of fees or other charges, nor any other provision contained herein, nor any acts of MDCPS or the Subgrantee hereunder, creates or shall be deemed to create a relationship other than the independent relationship of MDCPS and the Subgrantee.
- B.** Subgrantee represents that it has, or will secure, at its own expense, applicable personnel who shall be qualified to perform the duty required to be performed under this Subgrant.
- C.** Any person assigned by Subgrantee to perform the services hereunder shall be the employee of Subgrantee, who shall have the sole right to hire and discharge its employee. MDCPS may, however, direct Subgrantee to replace any of its employees under this Subgrant. If Subgrantee is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Subgrantee will not charge MDCPS for those hours. The Subgrantee will replace the employee within 5 days after receipt of notice from MDCPS.
- D.** It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder, and that any sum due and payable to Subgrantee shall be paid as a gross sum with no withholdings or deductions being made by MDCPS for any purpose from said Subgrant sum.
- E.** Subgrantee shall pay when due all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of Federal Income Tax, State Income Tax, Social Security, Unemployment Compensation and any other withholdings that may be required.

SECTION VII TERMINATION OR SUSPENSION

- A. TERMINATION FOR CAUSE**

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If, through any cause, Subgrantee fails to fulfill in a timely and proper manner, as determined by MDCPS, its obligations under this Subgrant, or if Subgrantee violates any of the covenants, agreements, or stipulations of this Subgrant, MDCPS shall thereupon have

the right to terminate the Subgrant by giving written notice to Subgrantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination.

B. TERMINATION FOR CONVENIENCE

1. *Termination.* The Commissioner or designee may, when the interests of the State so require, terminate this subgrant in whole or in part, for the convenience of the State. The Commissioner or designee shall give written notice of the termination to Subgrantee specifying the part of the subgrant terminated and when termination becomes effective.
2. *Independent Contractor's Obligations.* Subgrantee shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Subgrantee will stop work to the extent specified. Subgrantee shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Subgrantee shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The Commissioner or designee may direct Subgrantee to assign Subgrantee's right, title, and interest under terminated orders or subcontracts to the State. Subgrantee must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

C. TERMINATION FOR DEFAULT

1. *Default.* If Independent Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Commissioner or designee may notify Independent Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Commissioner or designee, such officer may terminate Independent Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Commissioner or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Commissioner or designee. Independent Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
2. *Contractor's Duties.* Notwithstanding termination of the contract and subject to any directions from the procurement officer, Independent Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Independent Contractor in which the State has an interest.

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3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Independent Contractor such sums as the Commissioner or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Independent Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Independent Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Commissioner or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Independent Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Independent Contractor to meet the contract requirements. Upon request of Independent Contractor, the Commissioner or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Independent Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled in fixed-priced contracts, "Termination for Convenience". (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).
5. *Erroneous Termination for Default.* If, after notice of termination of Independent Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. *Additional Rights and Remedies.* The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

C. TERMINATION UPON BANKRUPTCY

This subgrant may be terminated in whole or in part by MDCPS upon written notice to Independent Contractor, if Independent Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Independent Contractor of an assignment for the benefit of its creditors. In the event of such

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termination, Independent Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

D. TERMINATION IN THE BEST INTEREST OF THE STATE

This Subgrant may be terminated by the MDCPS in whole, or in part, with 15 days' notice whenever MDCPS makes the final determination that such termination is in the best interest of the State of Mississippi. Any such determination will be effected by delivery in writing to the Subgrantee of a notice specifying the extent to which the Subgrant is terminated and the date upon which termination becomes effective. Once the Subgrantee has received notice of termination, Subgrantee shall not make further expenditures for the provision of services under the Subgrant.

E. TERMINATION FOR FORCE MAJEURE

If either Party is rendered unable, wholly or in part, by reason of strikes, accidents, acts of God, weather conditions or other acts beyond its control and without its fault or negligence, to comply with its obligations under this Subgrant, then such party shall have the option to terminate this Subgrant, in whole or in part, upon giving written notice to the other Party.

F. PARTIAL TERMINATION

In the event of a partial termination, the Subgrantee shall incur no obligations other than those specifically identified in the agreement or contract governing the partial termination.

G. RIGHTS AND REMEDIES UPON TERMINATION OR SUSPENSION

In the event of termination or suspension as provided in this Section, Subgrantee shall be entitled to receive just and equitable compensation for unreimbursed obligations or expenses that are reasonably and necessarily incurred in the satisfactory performance, as determined by MDCPS, of this Agreement, that were incurred before the effective date of suspension or termination, and that are not in anticipation of termination or suspension. Costs of the Subgrantee resulting from obligations incurred by the Subgrantee during a suspension or after termination of this subgrant are not allowable under this Agreement. In

no case, however, shall said compensation or payment exceed the total amount of this subgrant as set forth in Section IV. Notwithstanding any provisions of this subgrant, Subgrantee shall be liable to MDCPS for damages sustained by MDCPS by virtue of any breach of this Agreement by Subgrantee, and MDCPS may withhold any payments to Subgrantee for the purpose of set off until such times as the exact amount of damages due to MDCPS from Subgrantee are determined.

In case of termination or suspension as provided hereunder, all property, finished or unfinished documents, data, studies, surveys, drawings, photographs, manuals and reports or other materials prepared by or for the Subgrantee under this Agreement shall, at the option of MDCPS, become the property of MDCPS and shall be disposed of according to MDCPS' directives.

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The rights and remedies of MDCPS provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

G. TERMINATION OR SUSPENSION

If the Subgrantee materially fails to comply with any of the covenants, terms or stipulations of this Agreement, whether stated in a federal statute or regulation, an assurance, in the State plan or application, a notice of award, or elsewhere, MDCPS may, upon giving written notice to Subgrantee, take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by Subgrantee or more severe enforcement action by MDCPS;
2. Disallow (that is, deny both use of funds and, if applicable, matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Subgrantee's program;
4. Withhold further awards for the Subgrantee's program; or
5. Take other remedies that may be legally available.

SECTION VIII COMPLAINT RESOLUTION

Subgrantee assures that persons requesting or receiving services under this Agreement shall have the right to a complaint resolution procedure regarding any decision relating to this Agreement. Said procedures may be under the Fair Hearing Procedure of the Mississippi Department of Human Services, or under a conciliation process, or that required by the MDCPS as authorized by the Mississippi Administrative Procedures Law, Mississippi Code Annotated 1972, as amended, Section 25-43-1 et. seq., or under the complaint procedure of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, whichever is appropriate to the complaint as directed by MDCPS.

SECTION IX COMPLIANCE WITH LAWS, RULES, AND REGULATIONS

Subgrantee shall comply with all applicable policies and procedures of MDCPS and with all applicable laws, rules and regulations of the federal government and of the State of Mississippi that may affect the performance of services under this Agreement. The Subgrantee shall comply with, among other regulations, the Act; the 2016 MDHS Subgrant/Agreement Manual, and the applicable Code of Federal Regulations.

If the Subgrantee advertises or prints brochures, flyers or any other material, printed or otherwise, relating to, or promoting, the services which it is providing through this Subgrant, it shall acknowledge that said funding for said Subgrant and for said advertising was provided by MDCPS.

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In executing this Subgrant, Subgrantee shall comply with all federal and/or state statutes or regulations that are made applicable to the grant when properly promulgated and published by the Federal and/or State Government. It is specifically agreed that should additional federal legislation be enacted, or should the U.S. Department of Health and Human Services or other governing federal agencies enacted new regulations or promulgate changes or amendments in existing regulations which require changes in any provision of their grant, then those provisions of this Subgrant affected thereby shall automatically be amended to conform to such federal statute or regulation as of the effective date of their enactment.

SECTION X STANDARD ASSURANCES

This Agreement is subject to the Subgrant/Agreement Signature Sheet, the Budget and Cost Summary Support Sheets, the Budget Narrative, the Scope of Services (Exhibit A), the Standard Assurances, the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements, the Certifications Regarding Monitoring Findings; Audit Findings; and Litigation Occurring within the Last Three Years, the Certification of Adequate Fidelity Bonding (Exhibit C), Board Member's Notification of Liability, (Exhibit D) 2016 MDHS Subgrant/Agreement Manual Acceptance Form (Exhibit E), Federal Debarment Verification Requirement (Exhibit F) and Partnership Debarment Verification Form (Exhibit G); all of the foregoing being attached hereto and incorporated by reference herein.

SECTION XI AGREEMENTS BY SUBGRANTEE

A. GENERAL RESPONSIBILITY

It is understood and agreed that the Subgrantee may be entering into certain subcontracts with eligible entities (hereinafter referred to as Subgrantee's Contractor/Subcontractor) for the provision of the aforementioned services. Entities currently in a contractual relationship

with MDCPS to provide the same or similar services are not eligible to enter into a Contract/Subcontract with the Subgrantee. Such subcontracts shall be governed by all of the provisions of this Agreement, and Subgrantee shall be fully responsible for the performance of any Subgrantee's Contractor/Subcontractor whatsoever and for any costs disallowed as a result of monitoring of the Subgrantee by MDCPS and/or as a result of monitoring the Subgrantee's Contractor/Subcontractor either by MDCPS or by the Subgrantee. Copies of all subcontracts and modifications shall be forwarded to MDCPS.

B. USE OF FUNDS

In any Contracts/Subcontracts which Subgrantee enters into with Contractors/Subcontractors for provision of services and/or goods under this Agreement, Subgrantee shall require that the funds obligated under said Contracts/Subcontracts shall

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be used to support the Contracts/Subcontracts for the provision of only such services authorized under this Agreement. Subgrantee agrees that it shall require all of such Subgrantee's Contractors/Subcontractors/Employees to comply with all local, municipal and county health, safety and other ordinances and requirements and with all applicable federal and state laws, statutes and regulations.

C. ADMINISTRATIVE CHARGES

Subgrantee agrees that it has not imposed and shall not impose any administrative charges on its subcontractors.

**SECTION XII
ELIGIBILITY FOR SERVICES**

Subgrantee agrees to provide services only to the target population described in the Scope of Services (Exhibit A).

**SECTION XIII
CONFIDENTIALITY**

All information regarding applicants for and recipients of services under this Agreement shall be available only to MDCPS, Subgrantee, and/or to the appropriate subcontractor and to those persons authorized in writing to receive same by the client, or as otherwise authorized by law. The Subgrantee will guard against unauthorized disclosures. Nothing in this Section, however, shall affect provisions of Section XVIII of this Agreement.

**SECTION XIV
AUDIT**

A. INTERNAL AUDITING

Subgrantee shall conduct internal auditing procedures to ensure that the services provided and the activities performed with funds provided under this Agreement are in compliance with the provisions of this Agreement and with Subgrantee audit policy described in the 2016 MDHS Subgrant/Agreement Manual and all applicable laws, statutes, rules and regulations.

B. INDEPENDENT AUDITING

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Subgrantee shall comply with the Single Audit Act of 1996, the applicable Office of Management and Budgets (OMB) Circular(s) and the 2016 MDHS Subgrant/Agreement Manual. The audit required under the Single Audit Act of 1996 must be performed by an Independent Auditor.

C. RESPONSIBILITY OF SUBGRANTEE

Subgrantee shall receive, reply to and resolve any audit and/or programmatic exceptions by appropriate state and/or federal audit related to this Agreement and/or any resulting Contract/Subcontract.

D. SUPPLEMENTAL AUDIT

MDCPS retains the right to perform a supplemental audit and review, when MDCPS deems the same to be appropriate, of any and all of the Subgrantee's and/or its Contractor/Subcontractor's books, records and accounts, and to initiate such audit and to follow any audit trail for a period of three (3) years from expiration date of this Agreement and for such additional time as required to complete any such audit and/or to resolve any questioned costs.

E. AUDIT EXCEPTIONS

Subgrantee shall pay to MDCPS the full amount of any liability to the federal, state or local government resulting from final adverse audit exceptions under this Agreement and/or under any Contract/Subcontract funded hereunder. Audit exceptions may result in accepting a reduction of future amounts by a total equal to the amount disallowed or deferred, and/or by other methods approved by MDCPS, including recoupment of funds paid to Subgrantee under this Agreement.

SECTION XV INDEMNIFICATION

MDCPS shall, at no time, be legally responsible for any negligence or wrongdoing by the Subgrantee and/or its employees, servants, agents, and/or subcontractors. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages, and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and its employees, agents, contractors, and/or subcontractors in the performance of this Subgrant. Subgrantee agrees that in any contract or subcontract into which it enters for the provision of the services covered by this Agreement, it shall require that its Contractors/Subcontractors, their officers, representatives, agents, and employees shall release and hold harmless MDCPS and the State of Mississippi from and against any and all claims, demands, liabilities, suits, damages, and costs of every kind and nature

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whatsoever, including court costs and attorneys' fees, arising out of or caused by the Contractor/Subcontractor and/or its officers, representatives, agents, and employees in the performance of such services.

SECTION XVI INSURANCE

Subgrantee shall maintain Workers' Compensation insurance which shall inure to the benefit of all Subgrantee's personnel performing services under this Agreement, comprehensive general liability insurance and employee fidelity bond insurance in the amount equal to 25% of the funds awarded hereunder. Subgrantee shall furnish MDCPS with a certificate of insurance providing the aforesaid coverage, prior to the commencement of performance under this Agreement. In any subcontract into which Subgrantee enters with Subcontractors, there shall be a like insurance provision in which the Subcontractor shall provide the same coverage to and for its personnel.

SECTION XVII RECORDS

A. MAINTENANCE OF RECORDS

Subgrantee shall maintain fiscal and program records, books, documents, and adhere to Generally Accepted Accounting Principles, which sufficiently and properly reflect all direct and indirect costs and cost of any nature expended in the performance of this agreement. Such records shall be subject, at all reasonable times, to inspection, review, audit or the like, by MDCPS or by duly authorized federal and state personnel.

Fiscal Requirements and Audit. Subgrantee shall establish such fiscal control and fund accounting procedures, including internal auditing procedures, as may be necessary to assure the proper disbursement of and accounting for funds paid under this grant, including but not limited to the Single Audit Act of 1996. Subgrantee shall keep, maintain and present to MDCPS, as required, necessary and proper vouchers, documentation and otherwise to

support the expenditure of funds and Subgrantee shall adhere to State and Federal guidelines regarding subgrant provisions, financial documentation, and certifications per OMB Circular A-122, Cost Principles for Nonprofit Organizations, OMB A-87, Cost Principles for State, Local and Tribal Governments and OMB A-21, Cost Principles for Educational Institutions.

B. ACCESS TO RECORDS

Subgrantee agrees that MDCPS, the federal grantor agency, the Comptroller General of the United States and/or any of their duly authorized representatives shall have access to any and all books, documents, papers, electronic media or records of the Subgrantee or of the Subgrantee's Contractors/Subcontractors which are pertinent to the program for the purpose of making audits, examinations, excerpts and transcripts of such records.

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C. RECORDS OF SUBGRANTEE

Subgrantee agrees that in any Contracts/Subcontracts into which it enters with Contractors/Subcontractors it shall require said Contractors/Subcontractors to maintain fiscal and program records related to Contractor/Subcontractor's work performed under this Agreement, in accordance with MDCPS' Records Retention and Access Policy, as set forth in the 2016 MDHS Subgrant/Agreement Manual.

D. FINANCIAL DOCUMENTS

The Subgrantee, by its signature affixed to this Subgrant Agreement, authorizes the release to MDCPS of any and all financial documents and records maintained by such financial institutions as may be providing services to the Subgrantee which are pertinent to the services performed under this Subgrant in order to make audit, examination, excerpts, copies, and/or transcripts. Said financial deposits and records shall include, but are not limited to, statements of accounts, statements of deposits and/or withdrawal, cancelled checks and/or drafts. The request for said documents and/or records shall be made in writing by MDCPS directly to the Subgrantee providing services.

Further, prior to the disbursement of any funds under this Subgrant, the Subgrantee shall provide, in writing, the name and address of the financial institution which shall act as the depository for said funds along with the specific account number(s) which shall be used in the expenditure of the Subgrant funds.

**SECTION XVIII
AVAILABILITY OF INFORMATION**

Subgrantee shall furnish information and cooperate with all federal and/or state investigations, make such disclosure statements as may be required by the Agreement and other applicable federal and state laws, and federal and state regulations.

**SECTION XIX
REPORTING**

A. MONTHLY REPORTING

Subgrantee shall furnish MDCPS written monthly reports of costs incurred and such reports shall contain sufficient data to provide evidence of budget compliance and shall be due ten (10) calendar days after the close of each month. Such reports shall be complete for the period covered and shall contain financial details pertaining to the execution of their subgrant.

As may be requested by MDCPS, Subgrantee shall review and discuss any of such written reports at such time and in such manner as may be deemed necessary by MDCPS.

B. TERMINATION REPORTS

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Subgrantee shall furnish MDCPS a written termination report within ten (10) days from the termination date unless additional time is granted in writing by MDCPS. The termination report shall include information and data required by MDCPS to furnish evidence of financial and programmatic compliance.

C. FINAL FISCAL REPORT

The Subgrantee shall provide a final fiscal report to MDCPS within forty-five (45) calendar days after the ending of this Agreement and this, along with the Subgrantee's final fiscal and programmatic report will be used for the purpose of reconciling this Agreement to the actual expenditures for activities and services rendered not to exceed the maximum amount as set forth in Section IV.A of this Agreement. Any funds paid by MDCPS to Subgrantee and not expended for activities or services under this Agreement or funds expended in violation of this Agreement, shall be considered MDCPS funds and shall be returned to MDCPS in full. Where deemed appropriate by MDCPS and accepted by the Subgrantee, a reduction may be allowed in future payments under future agreements by a total amount equal to the amount disallowed or deferred, or by other methods approved by MDCPS. Proper procedures for closeout of the Subgrant, as detailed in the 2016 MDHS Subgrant/Agreement Manual, Section 11, shall be followed.

D. TAX REPORTS

Subgrantee shall file timely federal and state tax reports as due and, if requested, shall furnish MDCPS a copy of all reports within ten (10) days after filing.

SECTION XX DISPUTES

Any dispute concerning a question of fact under this Agreement which is not disposed of by agreement of the Parties hereto shall be decided by the Deputy Commissioner of MDCPS. This decision shall be reduced to writing and a copy thereof mailed or furnished to the Subgrantee and shall be final and conclusive, unless, within thirty (30) days from the date of the decision, Subgrantee mails or furnishes to the Commissioner of the Mississippi Department of Child Protection Services a written request for review. Pending final decision of the Commissioner or his designee, the Subgrantee shall proceed in accordance with the decision of the Commissioner of MDCPS.

In a review before the Commissioner or designee, the Subgrantee shall be afforded an opportunity to be heard and to offer evidence in support of its position on the question and decision under

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review. The decision of the Commissioner or designee shall be final and conclusive unless that decision is determined by a court of competent jurisdiction in Jackson, Hinds County, State of Mississippi, to have been fraudulent, capricious or so grossly erroneous as necessarily to imply bad faith, or that it was not supported by substantial evidence.

SECTION XXI WAIVER

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions of this Agreement shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of terms of this Agreement.

SECTION XXII PATENTS, COPYRIGHTS, AND RIGHTS IN DATA

A. PATENTS

Should the activities of Subgrantee or its Contractor/Subcontractor include experimental, developmental or research projects, this Agreement shall be promptly amended to include the standard patent rights clauses as set forth in Public Law 98-620 (1984), 37 CFR 40, Part 401 - Rights to Inventions Made By Nonprofit Organizations and Small Business Firms under Government Grants, Subgrants, and Cooperative Agreements or any other applicable provision required by state and/or federal law, rule or regulation.

B. COPYRIGHTS

MDCPS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use:

1. The copyright in any work developed under this Agreement, or under any subgrant with any Subgrantee or its Contractors/Subcontractors' agreements; and
2. Any rights of copyright to which Subgrantee or its Contractors/Subcontractors purchase ownership with grant support under this Agreement.

C. RIGHTS AND DATA

All systems, computer programs, operating instructions, and all other documentation developed for or specifically relating to information processing of any kind under this Agreement, and reports prepared by Subgrantee or its Contractors/Subcontractors will be the property of MDCPS and will remain so upon completion or termination of this

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Agreement. All cards, magnetic tapes, disk packs, or other storage media, temporary and/or permanent, containing programs and/or other information of any kind relating to this Agreement shall be available for inspection by MDCPS at any time, and all information thereon shall belong to MDCPS, and shall be delivered to MDCPS on MDCPS' request therefor.

Subgrantee shall maintain all master programs and master data files in a completely secure manner, either by storing such programs and files in an appropriate limited access storage area or by duplicating such programs and files and storing the duplicates in a secure location in a manner satisfactory to MDCPS. Such programs and files shall be identified by program and file name.

SECTION XXIII ALTERATION OR MODIFICATION OF AGREEMENT

Any alteration, variation, modification, or waiver of provisions of this Agreement shall be valid only when agreed to by both parties hereto, reduced to writing, and duly signed by each Party.

SECTION XXIV SEVERABILITY

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or is declared invalid or void by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION XXV BINDING REPRESENTATIVES AND SUCCESSORS

The rights, privileges, benefits, and obligations created by this Agreement and by operation of law, extend to and accrue and are obligatory upon the parties hereto, their personal or real representatives, and successors.

SECTION XXVI EQUIPMENT AND SUPPLIES

Equipment and supplies purchased with state funds under this Agreement shall be purchased and accounted for in accordance with state law and procedures and in accordance with MDCPS= Inventory Management Policy within the 2016 MDHS Subgrant/Agreement Manual.

SECTION XXVII FUNDS USED TO SUPPLEMENT

Funds received under this Agreement and any Contract/Subcontract thereunder shall be used only to supplement, not supplant, the amount of federal, state, and/or local funds otherwise expended for the support of services the applicable participants in the Subgrantee's service area.

SECTION XXVIII ASSIGNMENT

Subgrantee shall not assign or otherwise transfer the obligations or duties imposed pursuant to the terms of this Agreement without the prior written consent of MDCPS. Any attempted assignment or transfer of its obligations without such consent shall be wholly void.

SECTION XXIX CONFLICT OF INTEREST

Subgrantee must ensure that there exists no direct or indirect conflict of interest in the performance of the Subgrant. Subgrantee must warrant that no part of federal or state money shall be paid directly or indirectly to an employee or official of MDCPS as wages, compensation or gifts in exchange for acting as an officer, agent, employee, subcontractor or consultant to the Subgrantee in connection with any work contemplated or pertaining to the Subgrant. MDCPS will hold the Subgrantee in strict compliance with the Code of Conduct in Section 6 of the 2016 MDHS Subgrant/Agreement Manual.

SECTION XXX APPLICABLE LAW

The subgrant shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State. Subgrantee shall comply with applicable federal, state, and local laws and regulations.

SECTION XXXI E-VERIFY

If applicable, Subgrantee represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor

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SUB-003-01
April 2017

electronic verification system replacing the E-Verify Program. Subgrantee agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Subgrantee agrees to provide a copy of each such verification. Subgrantee further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Subgrantee to the following:

(1) termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public;

(2) the loss of any license, permit, certification or other document granted to Subgrantee by an MDCPS, department or governmental entity for the right to do business in Mississippi for up to one (1) year; or,

(3) both.

In the event of such cancellations/termination, Subgrantee would also be liable for any additional costs incurred by the State due to Subgrant cancellation or loss of license or permit to do business in the State.

SECTION XXXII TRANSPARENCY

This subgrant, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. In addition, this contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 27-104-151 *et seq.* Unless exempted from disclosure due to a court-issued protective order, a copy of this subgrant is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by Subgrantee as trade secrets, or other proprietary information, including confidential vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

SECTION XXXIII INCLUSION OF ALL TERMS AND CONDITIONS

This Agreement and any and all documents attached hereto or incorporated by reference herein, including the Subgrant Signature Sheet, constitute the entire agreement of the parties with respect to the subject matter contained herein and supersede and replace any and all prior negotiations, understandings and agreements, written or oral, between the parties relating thereto. No other understanding regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

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SUB-003-01
April 2017**SECTION XXXIV
NOTICE**

Notice as required by the terms of this Subgrant shall be certified United States mail, postage prepaid, to the Parties at their respective usual business addresses, or Notice may be hand-delivered to that respective Party whose signature appears on this Subgrant as MDCPS or Subgrantee. The Parties agree to promptly notify each other of any change of address.

For the faithful performance of the terms of this Agreement, the parties hereto have caused this Agreement to be executed by their undersigned authorized representatives.

8/7/2017 | 9:45 AM CDT

DATE

By:

DocuSigned by:

Patrick Lawler

Patrick Lawler

Chief Executive Officer
Youth Villages, Inc.

8/7/2017 | 10:22 AM CDT

DATE

By:

DocuSigned by:

Kristi R. Plotner, USWDr. David A. Chandler, Commissioner
Mississippi Department of
Child Protection Services

Exhibit A

SCOPE OF SERVICES



YOUTH VILLAGES, INC.

IN-HOME SCOPE OF SERVICES

SERVICE DEFINITION:

For the subgrant period from July 1, 2017 – June 30, 2019, Youth Villages, Inc., an In-Home service subgrantee for the Mississippi Department of Child Protection Services (MDCPS) agrees to provide In-Home services statewide.

The *in-home services program* is an intensive, home and community-based family preservation, reunification, and support services *program* for families with children who are at risk of out-of-home placement by MS Department of Child Protection Services (MDCPS). It is designed and will be implemented to help break the cycle of family dysfunction by strengthening families, keeping children safe, and reducing foster care and other forms of out-of-home placements.

The primary goal of the program is to remove the risk of harm to the child rather than removing the child by (1) reducing unnecessary out-of-home placements, (2) preventing and/or reducing child abuse and neglect, (3) improving family functioning, (4) enhancing parenting skills, (5) increasing access to social and formal and informal concrete supports, (6) addressing mental health and substance use issues, (7) reducing child behavior problems, and (8) safely reunifying families.

The target population for this *program* are: (1) Families with children birth to 18 .who are under the care and jurisdiction of MDCPS, who are at-risk of being removed from the family and placed in foster care, group care, psychiatric hospitals, or juvenile justice facilities, or who have been removed and for whom reunification is an appropriate option. (2) Families with pregnant mothers who are at high risk of the child being removed due to substance use issues once the child is born.

IMPLEMENTATION PLAN:

Youth Villages is prepared to accept referrals and begin providing services as soon as possible after signing the contract. In addition to hiring new staff for this program, some current Youth Villages employees who work in existing programs are expected to transfer to this program, including leadership staff, in order to ensure a successful startup.

Numerous support departments, including the Recruiting department, the Human Resources department, and the Performance Improvement department (which conducts new hire orientation and trainings) will provide support and assistance to help ensure that the program has sufficient staff and is ramped up as quickly as possible.

It is anticipated that ramping up to full capacity will take 4-6 months, depending upon availability of qualified applicants for open positions and the flow of eligible referrals to the program. Within the first year of the subgrant, the program will be fully operational and delivered statewide. The leadership staffing structure detailed in this proposal may not be fully



implemented within the first year; leadership positions will be filled gradually, as people grow into leadership roles and full scale is reached.

ELIGIBILITY CRITERIA:

In Home services can be provided to youth ages 0-17 and their families. This program is appropriate for children and adolescents with viable family or placement option(s),¹ including:

- Youth in danger of out-of-home placement due to: juvenile justice involvement, mental health issues, serious behaviors (including substance abuse, defiance, runaway, truancy, etc.), and/or serious family conflict (such as a report of abuse and/or neglect)
- Youth returning to their home from a residential or foster care placement; this service can be used to transition a child home from a residential placement, bypassing the typical “step-down” placements that are often costly and unnecessary
- Youth in adoptive placements who are in danger of disruption
- Pregnant mothers who are at high risk of the child being removed due to substance use issues once the child is born

EXCLUSIONARY CRITERIA:

Children who are actively suicidal, homicidal, or psychotic without medication stabilization are not appropriate for Youth Villages’ In Home services program. Youth who meet those criteria may be referred and, if there is a viable placement, In Home services may begin with the family while the child finishes treatment to address the suicidal, homicidal, or psychiatric issues.

Youth who have no identified permanent placement option(s) are also not appropriate for In Home services.

Children with significant intellectual disabilities paired with acute mental health and/or medical needs may be excluded, but will be assessed on a case-by-case basis to determine if Youth Villages’ In Home services are appropriate.

CORE COMPONENTS:

Youth Villages’ In Home model will deliver the following core components and strategies, ensuring consistent and effective program delivery. In addition to the specific responsibilities listed in the table above, therapists, case managers, and parent and/or youth peer supports will also be held accountable for ensuring that the core components are provided to every family.

1. Crisis Management

¹ Note that Youth Villages requires a permanent caregiver identified, preferably at the time of referral, to initiate In Home services. If there is not a permanent placement option, family assessments and searches may be conducted to determine if a permanent placement option can be engaged for services. Without a viable permanent placement option after an assessment and/or search is conducted, In Home services cannot proceed.



- Emergency referrals will be prioritized, with interventions occurring within 24 hours of the referral; the Master's-level team supervisor will be available as backup to ensure that this response time is met for all emergency referrals
- For non-emergency referrals, a staff member will be assigned to the case and will attempt to contact the family to schedule an admission session within 48 hours
- In addition to referral response time, 24-hour crisis intervention will be available to all families:

2. Accessibility

- All services will be delivered in the family's natural environment, including, but not limited to, the home, school, and parent's workplace
- All services will be delivered at times most convenient for the family, including options for evening or weekend sessions, as well as 24/7 on-call availability

3. Flexibility

- Assessments during the initial phase will inform the treatment goals and ensure that treatment is tailored to the strengths and needs of the child and family
- Three levels of staff will be employed to deliver a wide range of individualized services and supports
- In Home program staff will collaborate with child and family to develop goals, providing both parents and children with skills necessary to set goals and to problem-solve in difficult situations (e.g. school communication, negative peers, getting along with teachers, etc.), including support with educational and employment/career goals

4. Time Limited and Low Caseloads

- Small caseloads will be maintained so that In Home program can focus on each family and fully meet their needs

5. Family-centered Assessments and Service Planning

- Each family will be assessed during the initial phase of treatment; all assessments are family-focused and strength-based
- Discharge planning will be initiated at the beginning of services, to ensure that the ultimate goals of the child(ren) remaining safely in the home and the family operating self-sustainably are kept at the forefront of treatment planning
- In-Home program staff will assess each family's gaps related to basic needs, and will implement a number of interventions to ensure that those gaps are filled, including, but not limited to:



- Providing youth and families with necessary transportation, and educating families on how to access transportation for themselves to promote long-term success
- Facilitating access to emergency resources, such as a food bank, and helping family plan for long-term sustainability (budgeting for groceries, accessing SNAP benefits, etc.)
- Providing assistance to purchase needed household items, related to child safety and basic needs, such as beds and clothing; ensuring that plans are in place to meet these needs on an ongoing basis

6. Research-based Practices

- Through a manualized approach, Evidence-based Practices (EBPs) are delivered, as clinically indicated; a full description of the In Home program will use EBPs is detailed in the following section of this response
- Parents will be taught strategies to address problem behaviors

7. Community Engagement and Resource Building

- In Home program staff will take a systemic approach to addressing community engagement and resource building
- In Home program staff will contact and foster relationships with formal and informal supports, including, but not limited to: teachers or school administration, primary care physician, other healthcare professionals (including mental health providers), the youth's peer group, relatives, and other individuals involved in the child's life
- In Home program staff will provide peer support, as well as engage community mentors and volunteers
- In Home staff will promote educational success

8. Collaboration with Families First *Programs*

- In Home program staff will refer to and encourage families to utilize the Families First Centers, as well as other existing community resources, based on the needs identified during assessment and throughout delivery of the In Home program
- Additionally, Youth Villages will collaborate with all relevant public agencies, including MDCPS; the degree to which In Home program staff and MDCPS case workers formulate a collaborative treatment direction is vital to every case, and In Home program staff will attend family team meetings, court dates, and any other meetings vital to the child's progress towards permanency

**REFERRAL PROCESS:**

- The referral process will take place according to the MDCPS established protocol.

PERIOD OF SERVICE:

- Small caseloads will be maintained so that In Home program can focus on each family and fully meet their needs. The exact length of stay in each level
- It is anticipated that the average length of services for this population will be 20-24 weeks; 8-10 weeks of intensive services, and up to 12 weeks of stepdown services
- Reunification cases will typically take longer, as this includes the transition time while the child is still placed out of the home, while diversion cases usually do not take as long
- Soft support will be provided for an additional 28-32 weeks after the stepdown phase is completed, as needed

SCHEDULE OF SERVICE DELIVERY:

- Each family will be assessed during the initial phase of treatment; all assessments are family-focused and strength-based
- Discharge planning will be initiated at the beginning of services, to ensure that the ultimate goals of the child(ren) remaining safely in the home and the family operating self-sustainably are kept at the forefront of treatment planning
- In-Home program staff will assess each family's gaps related to basic needs, and will implement a number of interventions to ensure that those gaps are filled, including, but not limited to:
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 - Providing assistance to purchase needed household items, related to child safety and basic needs, such as beds and clothing; ensuring that plans are in place to meet these needs on an ongoing basis

STAFF ROLES:

Youth Villages anticipates using three different types of staff to accomplish the goals of this program: therapists, case managers/family specialists (official title to be determined), and peer



supports. They will work collaboratively and cohesively to ensure that there is no duplication of services and that the needs of the families, in all levels of in home services, are fully met.

Therapists will provide therapeutic services in the home, including implementation of evidence based practices, based on identified clinical needs of the family.

Case managers/family specialists will provide support to the family, including activities such as teaching parenting skills and connecting families to community resources.

Peer supports will provide guidance to families on basic skills necessary to keep the child in the home (examples: grocery shopping, housekeeping).

DOCUMENTATION:

All documentation will be stored in the child's electronic medical record. Staff can complete documentation remotely through mobile technology provided to them, and are held accountable for completion of accurate and timely documentation. Youth Villages will provide MDCPS progress reports as requested

EVIDENCE-BASED PRACTICES

Youth Villages' programs utilize an array of evidence-based practices (EBPs) and best practice interventions to support at-risk youth and their families. Youth Villages continuously assesses emerging evidence-based models to determine the feasibility of improving services to children and families in its program.

TRAINING/SUPERVISION:

A vital component of this program is the level of training and supervision for staff. This organization fully recognizes the challenges staff members face and strives to do everything possible to prepare and support staff for the demands of their positions. Training and supervision methods are rigorous and highly individualized to achieve the necessary support. A highly structured process includes a week-long orientation for new hires, an intensive three-day training, on-the-job training, quarterly booster trainings, clinical consultation, individual supervision and professional development, and field supervision.

PROGRAM IMPROVEMENT:

In addition to regularly assessing fidelity to clinical models employed through this program, operation of the In Home program will be continuously monitored and improved upon through an established process, consisting of a balanced scorecard and core indicators.



The quality improvement process at Youth Villages is directed by the Performance Improvement department and administered by program leaders. The Director of Performance Improvement reports aggregate data to the Chief Clinical Officer and Chief Executive Officer, creating a complete feedback loop. Areas of improvement are targeted through training and development. These indicators are monitored over time to track enhancements.

PROGRAM TARGET AND EVALUATION:

The target goal for re-entry into the foster system is no more than 10% of families in program. If 15% or more of families in *program* re-enter the foster system within **twelve (12) months**, MDCPS may, at its option, exercise the right to terminate the *program* per terms of the Agreement.

Youth Villages' Research Department tracks outcomes on youth who leaves its programs, first at discharge and again at six, 12, and 24 months post-discharge. The Youth Villages' program evaluation process was designed to measure the outcomes achieve by the children and families served in all the agency's programs. This process provides leadership staff with important information for program improvement.

Outcome data are collected at discharge and at six, 12, and 24 months post-discharge. The methodology used is based on best practices within the survey research field. Youth Villages collects data on behavioral and functional indicators that are related to youth well-being and that demonstrate the potential for youth to continue on a positive trajectory. Data are collected by the research staff instead of program staff to minimize the risk of bias. Key outcome data collected include 1) Placement at point of discharge and follow-up and placement stability during the follow-up period; 2) Involvement in juvenile justice, including re-arrests and placement in detention; 3) School performance; 4) Employment; 5) Pregnancy and parenting status for youth over 14; and 6) Use of mental health services. Youth Villages will provide data collected on this program to MDCPS upon request.

***Budget and Budget Narrative***

For the subgrant period from July 1, 2017 to June 30, 2019, Youth Villages will provide a statewide In Home services program. This In Home services program will be available to families 24 hours, seven days a week, and includes therapeutic and support services based on the needs of the individual family and children.

Budget Summary: The total funding identified on the following "budget summary" reflect the estimated revenue for three levels of services at the rates negotiated with MCPS for two fully operational years:

Intensive Services: 72 families on any given day in intensive services

- Intensive services/rate (\$84.00)

Stepdown Services: 24 families on any given day in stepdown services

- Stepdown services/rate (\$42.00)

Soft Support Period: 12 families on any given day for soft support services

- Soft support/rate (\$12.00)

Summary Support Sheet: The costs reflected on the "summary support sheet" (following the budget summary) are reflective of our anticipated expenses to fully operate this program, at the estimated levels described above, for two full years. We are hopeful that we can work with MCPS to create a program structure with costs that are fully covered by this contract.

The categories of costs on the "summary support sheet" are further described on the pages following, are provided for informational purposes only, and should not be used to generate payment or for audit purposes.

Note: The first year will be a ramp-up year, but the estimated census per level per day is unknown at this time. Therefore, the estimated revenue and operational costs reflected in this budget narrative are based on two fully operational years.

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EXHIBIT B

2nd Modified Mississippi Settlement Agreement And Reform Plan

(See Mississippi Department of Child Protection Services Website)
<https://www.mdcps.ms.gov/olivia-y-lawsuit/>

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MISSISSIPPI
FORM MDHS-SCSS-1002
Revised 10/31/2016

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
SUBGRANT SIGNATURE SHEET
P.O. BOX 352
JACKSON, MISSISSIPPI 39205-0352

MDHS FUNDING DIVISION:

<p>1. SUBGRANTEE'S NAME, ADDRESS & PHONE NUMBER:</p> <p>Youth Villages, Inc. 3320 Brother Blvd Memphis, TN 38133</p> <p>SUBGRANTEE'S FISCAL YEAR END DATE: FY2020 (June 30, 2019)</p> <p>NAME/TITLE OF OFFICERS (SUBGRANT ENTITY)</p> <p>A. Patrick Lawler, CEO</p> <p>B. _____</p> <p>C. _____</p> <p>CONTACT PERSON: Amy Adams</p> <p>DUNS: 17350645</p> <p>E-MAIL: amy.adams@youthvillages.org</p> <p>PHONE: 601-572-3747</p>	<p>2. EFFECTIVE DATE: 07/24/17</p> <p>3. AGREEMENT NUMBER(S):</p> <p>4. a. GRANT IDENTIFIER (funding source and year) b. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) NUMBER(S): 100% State Funds</p> <p>5. BEGINNING AND ENDING DATES: 07/24/17-06/30/2019</p> <p>6. SUBGRANT PAYMENT METHOD: ____ CURRENT NEEDS/CASH ADVANCE <input checked="" type="checkbox"/> COST REIMBURSEMENT ____ OTHER</p> <p>7. PAGE 1 OF 3</p>												
<p>8. THE FOLLOWING FUNDS ARE OBLIGATED:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">FEDERAL \$ _____</td> <td style="width: 50%;">ADMINISTRATION \$ _____</td> </tr> <tr> <td>STATE \$ 5,256,000.00</td> <td>SERVICES \$ _____</td> </tr> <tr> <td>OTHER \$ _____</td> <td>OTHER \$ _____</td> </tr> <tr> <td>TOTAL \$ 5,256,000.00</td> <td>TOTAL \$ 5,256,000.00</td> </tr> </table>		FEDERAL \$ _____	ADMINISTRATION \$ _____	STATE \$ 5,256,000.00	SERVICES \$ _____	OTHER \$ _____	OTHER \$ _____	TOTAL \$ 5,256,000.00	TOTAL \$ 5,256,000.00				
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TOTAL \$ 5,256,000.00	TOTAL \$ 5,256,000.00												
<p>9. THE SUBGRANTEE AGREES TO ADMINISTER THIS SUBGRANT IN ACCORDANCE WITH ALL FEDERAL AND/OR STATE PROVISIONS THAT ARE APPLICABLE TO SAID SUBGRANT. THE FOLLOWING DOCUMENTS ARE INCORPORATED HEREIN:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>a. SUBGRANT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p> </td> <td style="width: 50%; vertical-align: top;"> <p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANT MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If applicable)</p> <p>h. COST ALLOCATION & INDIRECT COST RATES</p> </td> </tr> </table>		<p>a. SUBGRANT SIGNATURE SHEET</p> <p>b. BUDGET SUMMARY</p> <p>c. COST SUMMARY SUPPORT SHEET</p> <p>d. BUDGET NARRATIVE</p> <p>e. SUBGRANT AGREEMENT</p> <p>1) SCOPE OF SERVICES</p>	<p>3) STANDARD ASSURANCES POLICY</p> <p>4) DEBARMENT POLICY</p> <p>5) DRUG FREE WORKPLACE POLICY</p> <p>6) SUBGRANT MANUAL ACCEPTANCE</p> <p>f. VERIFICATION OF 25% FIDELITY BOND</p> <p>g. COPY OF BOARD RESOLUTION (If applicable)</p> <p>h. COST ALLOCATION & INDIRECT COST RATES</p>										
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<p>12. APPROVED FOR SUBGRANTEE</p> <p>DocuSigned by: 17 10:22 AM CDT BY: Patrick Lawler DATE 8/7/2017 9:45 AM CDT TITLE: Chief Executive Officer</p>													

N/A

MDCPS

MDCPS Commissioner

EXHIBIT C

BUDGET NARRATIVE



Budget Narrative

As requested, the following budget narrative provides a complete description of each item of cost under each budget category for each budget activity under the subgrant. This budget narrative is reflective of a two year period only an estimate and should be used for informational purposes only and not for payment or audit purposes.

A. SALARIES AND WAGES

Therapists – This position provides therapy services for assigned caseload, on call 24 hours/day, 7 days/week, with interventions focusing primarily on family functioning and problem behaviors.

Six (6) full-time equivalent positions

Case Managers/Family Specialists (title to be determined) – This position provides support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on the family and addressing the school, peers, community and the individual child's needs.

Twenty Four (24) full-time equivalent positions

Peer Supports – This position provides peer support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on supporting the caregiver in building skills related to providing basic needs to the child(ren).

Three (3) full-time equivalent positions

Team Supervisors – This position provides clinical supervision for up to 5 In Home staff by co-leading (with Clinical Consultant) the clinical consultation meetings (reviews of treatment plans) and individual supervision (field supervision and professional development).

Six (6) full-time equivalent positions

Regional Supervisors – This position manages the services in the assigned region by focusing on the quality of services, effectiveness of the clinical supervisors, customer relations, interviewing and hiring staff, implementation of utilization review, implementation of quality management, and employee recognition and motivation.

One (1) full-time equivalent positions

Clinical Consultant – This position provides weekly clinical team supervision (reviews all treatment plans weekly with Team Supervisors and In Home staff) and coordinates clinical training.

One (1) full-time equivalent position

State Administration – These positions provide oversight and support to this program and others operating in the state (e.g. State Director, Executive Director, etc.)

Multiple positions distributed across MS programs

Total Salaries – \$3,043,504



The force for families | MISSISSIPPI

B. FRINGE BENEFITS

Fringe benefits are calculated at 25% of salaries and include the following:

- FICA
- SUTA
- Group Insurance
- Dental Insurance
- Disability Insurance
- Pension
- Workers Comp Insurance

Total Fringe Benefits –\$760,876

C. TRAVEL

Staff Mileage – Because this service will be statewide, including delivery in both urban and rural/remote areas, it is anticipated that travel costs will vary widely among program staff. Staff will be reimbursed at \$.42 per mile. This also includes costs (transportation, hotel, meals, and car rentals) related to additional anticipated travel associated with trainings, meetings, and other events.

Total Travel Expenses – \$626,400

D. CONTRACTUAL SERVICES

Includes:

- Printing and postage
- Cell Phones – Cell phone reimbursement for 41 staff, not to exceed \$80 per month per staff
- Land line telephones
- Data lines
- Occupancy/utilities – 20% of the rent from all the offices in Mississippi
- Program consultants, psychiatrists, psychologists
- Maintenance associated with computers, printers, telephones, and other equipment
- Allocated cost of general liability, professional liability, umbrella policy, and bonding

Total Contractual Expenses – \$120,600

E. COMMODITIES

Includes:

- Advertising costs
- Employee screening/background tests
- Exhibits
- Fees and permits



- Employee appreciation/recognition/luncheons
- Seminars/workshops/conferences
- Trainings/training materials
- Memberships dues
- Office Supplies – Paper products, computer accessories (jump drives, diskettes, CDs), pens, pencils, hole punchers, correction tape, binders, dividers, paper clips, staplers, staples, highlighters, writing pads, rulers, scissors, dry erase boards/markers, and calculators.
- Wraparound/flexible funds
- Birthday and holiday gifts

Total Commodity Expenses – \$190,802

F. CAPITAL OUTLAY – EQUIPMENT

N/A

G. CAPITAL OUTLAY – OTHER

This category accounts for the cost of equipment and supplies over time, such as computers, mobile phones, printers, furniture, etc.

Total Capital Outlay – Other Expenses – \$36,000

H. SUBSIDIES, LOANS AND GRANTS

N/A

I. INDIRECT COST

Corporate Overhead –For purposes of this grant, corporate costs can not exceed 10% of direct grant expenditures because of cap placed on grant.

Total Corporate Overhead Expenses – \$477,818

SERVICES

2017 5. Ending Date: June 30, 2019

Expiration Effective Date:

Fees

Program	In-Kind	Total
		\$5,256,000
		\$5,256,000

\$5,256,000



**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
COST SUMMARY SUPPORT SHEET**

Page 3 of 3 Pages

1. Applicant Agency		Youth Villages, Inc.				
2. Agreement Number		3. Grant ID		4. Beginning Date: July 1, 2017		5. Ending Date: June 30, 2019
6. Activity						
7. Budget Category	8. Budget Amount					
	Federal	State	Local	Program	In-Kind	Total
Salaries/wages		\$3,034,816				\$3,043,504
Fringe Benefits		\$769,564				\$760,876
Travel		\$626,400				\$626,400
Contractual Services		\$120,600				\$120,600
Commodities		\$190,802				\$190,802
Capital Outlay - Equipment						
Capital Outlay – Other		\$36,000				\$36,000
Subsidies/Loans/Grants						
Indirect Cost		\$477,818				\$477,818
TOTAL		\$5,256,000				\$5,256,000

***Budget and Budget Narrative***

For the subgrant period from July 1, 2017 to June 30, 2019, Youth Villages will provide a statewide In Home services program. This In Home services program will be available to families 24 hours, seven days a week, and includes therapeutic and support services based on the needs of the individual family and children.

Budget Summary: The total funding identified on the following "budget summary" reflect the estimated revenue for three levels of services at the rates negotiated with MCPS for two fully operational years:

Intensive Services: 72 families on any given day in intensive services

- Intensive services/rate (\$84.00)

Stepdown Services: 24 families on any given day in stepdown services

- Stepdown services/rate (\$42.00)

Soft Support Period: 12 families on any given day for soft support services

- Soft support/rate (\$12.00)

Note: The first year will be a ramp-up year, but the estimated census per level per day is unknown at this time. Therefore, the estimated revenue and operational costs reflected in this budget narrative are based on two fully operational years.

(This space intentionally left blank)

Standard Assurances and Certifications



REQUIRED CERTIFICATIONS

I. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, the Subgrantee certifies that:

- No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

II. SUSPENSION AND DEBARMENT AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549 and 12689, Suspension and Debarment

- The Subgrantee certifies that it and its principals
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by a Federal department or agency;
 - (b) Have not within a three-year period preceding this subgrant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this subgrant had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- Where the Subgrantee is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this form.

III. DRUG-FREE WORKPLACE (SUBGRANTEES WHO ARE INDIVIDUALS)

- The Subgrantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the subgrantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an on-going drug-free awareness program to inform employees about --
 - (1) The dangers of drug abuse in the workplace;
 - (2) The subgrantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the work place.
 - (c) Making it a requirement that each employee to be engaged in the performance of the subgrant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the subgrant, the employee will:
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying MDCPS, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title to MDCPS. Notice shall include the identification number(s) of each affected grant;



**IV. UNRESOLVED MONITORING FINDINGS;
UNRESOLVED AUDIT FINDINGS;
AND LITIGATION OCCURRING WITHIN THE LAST THREE (3) YEARS**

Identify any unresolved monitoring findings related to any programs that have been received by the Subgrantee during the last three (3) years and the status of each finding:

There are no unresolved monitoring findings to report for the last three (3) years.

Identify any unresolved audit findings related to any programs received by the Subgrantee during the last three (3) years and the status of each finding:

There are no unresolved audit findings to report for the last three (3) years.

Identify any litigation and/or administrative hearings that the Subgrantee, the Subgrantee's Senior Management, or Subgrantee's Directors have been involved in during the last three (3) years, including the outcome or disposition of the case:

There are no unresolved litigation/administrative hearings to report for the last three (3)
years.



V. CERTIFICATION OF ADEQUATE FIDELITY BONDING

Identify any and all types of bond coverage currently in force. Include the types of bond coverage; the officers or owners and employees covered; the period covered by the bond; and the limits of coverage assigned to each officer, owner, or employee and the total limit of the bond as applicable.

Payment bond, 7/1/2017-6/30/2018, \$894,067

Patrick W. Lawler, CEO; Tim Goldsmith, CCO; Jennifer Jones, CMO; Jody Paine, COO; Caroline Hannah, COO; Richard Shaw, CDO; Greg Gregory, CFO

For Subgrantees/Contractors that have been unable to obtain fidelity bond coverage, describe in detail the efforts made to obtain fidelity bond coverage and the reason coverage has not been obtained.

N/A

SUBGRANTEE NAME AND ANY OTHER NAMES UNDER WHICH THE SUBGRANTEE HAS DONE BUSINESS:

Youth Villages, Inc.

SUBGRANTEE ADDRESS AND ANY OTHER ADDRESSES THE SUBGRANTEE HAS USED:

3320 Brother Blvd. Memphis TN, 38133

TYPED NAME AND TITLE OF THE SUBGRANTEE'S AUTHORIZED REPRESENTATIVE

Patrick W. Lawler, Chief Executive Officer

As the authorized representative of the subgrantee, I hereby certify that the subgrantee will comply with the above certifications in items I, II, and III; the information provided items III, IV and V is true and complete to the best of my knowledge, and that the coverage and amounts specified shall be maintained throughout the effective period of the subgrant.

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE AND DATE:

Signature 

Date 6/7/2017

FEDERAL DEBARMENT VERIFICATION

DocuSign Envelope ID: E756D558-06D7-479F-BCF0-C8B36F9E2E83



**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
PARTNERSHIP DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Youth Villages, Inc.
Authorized Official's Name	Patrick W. Lawler
DUNS Number	173506452
Address	3320 Brother Blvd. Memphis, TN 38133
Phone Number	901-251-5000

I hereby certify that all entities who are in partnership with MDCPS (subcontractors, subrecipients, et al.) are not on the federal debarment list on www.sam.gov – System for Award Management. Proof of documentation of partnership verification with SAM shall be kept on file and the debarment status shall be checked prior to submission of every contract/subgrant and modification to MDCPS.



Signature of Authorized Official

6/7/2017

Date



**MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
FEDERAL DEBARMENT VERIFICATION FORM**

Please Print/Type Clearly in Blue Ink

Subgrantee's/Contractor's Name	Youth Villages, Inc.
Authorized Official's Name	Patrick W. Lawler
DUNS Number	17350645
Address	3320 Brother Blvd. Memphis, TN 38133
Phone Number	901-251-5000
Are you currently registered with www.sam.gov (Respond Yes or No)	Yes
Registration Status (Type Active or Inactive)	Active
Active Exclusions (Type Yes or No)	No

I hereby certify that Youth Villages, Inc. is not on the list for federal debarment on

Subgrantee's Name/Contractor's Name

www.sam.gov -System for Award Management.



Signature of Authorized Official

6/7/2017

Date

Minority Vendor Form



**STATE OF MISSISSIPPI
MINORITY VENDOR SELF CERTIFICATION FORM**

Please complete the following information on this form and return immediately to the Mississippi Department of Finance and Administration, Attention: Vendor File Maintenance, P.O. Box 1060, Jackson, Mississippi 39215. Forms may also be faxed to (601) 359-5525.

Name of Business: Youth Villages, Inc.
 Address: 3320 Brother Blvd. Post Office Box: _____
 City: Memphis State: TN Zip: 38133
 Telephone: 901-251-5000 Tax I.D.: 58-1716970
 SAAS Vendor#s (if known): _____
MINORITY STATUS

As used in this provision, means a business concern that (1) is at least 51% minority-owned by one or more individuals, or minority business enterprises that are both socially and economically disadvantaged and (2) have its management and daily business controlled by one or more such individuals as ascribed under the Minority Business Enterprise Act 57-69 and the Small Business Act 15 USCS, Section 637 (a). See back of form for more information. Should you require additional information regarding your Minority Status, or need assistance in completing this form please call the Mississippi Development Authority, Minority Business Enterprise Division at 601-359-3448.

☐ Applicable ☒ Not Applicable

IF MINORITY STATUS IS APPLICABLE, PLEASE CHECK APPROPRIATE CODE BELOW:

Minority Business Enterprise

☐ A (Asian Indian)
☐ B (Asian Pacific)
☐ C (Black American)
☐ D (Hispanic American)
☐ E (Native American)

Women Business Enterprise

☐ M (Asian Indian)
☐ N (Asian Pacific)
☐ O (Black American)
☐ P (Hispanic American)
☐ Q (Native American)
☐ R (Other) Non Ethnic Women

The undersigned certifies under the penalties (administrative suspension and/or ineligibility for participation) set forth in the Minority Business Enterprise Act 57-69, and the Small Business Act 15 USCS, Section 637 (a), that the company classification and selected information above is true and correct. The undersigned will advise of any change in such classification at once.

Business: Youth Villages, Inc. Certified by: *Patrick W. Lawler*
 Date: 6/7/2017 Title: CEO Name Printed: Patrick W. Lawler

Notification of Liability



**Mississippi Department of Child Protection Services
Board Member's Notification of Liability**

MDCPS assumes no liability for actions of the Subgrantee or its employees, agents or representatives under this Subgrant. Subgrantee agrees to indemnify, defend, save and hold harmless MDCPS from and against all claims, demands, liabilities, suits, damages and costs of every kind and nature whatsoever, including court costs and attorney's fees, arising out of or caused by Subgrantee and/or its agents, employees, contractors, or subcontractors, in the performance of this Subgrant. The Subgrantee acting through its Board of Directors assumes liability in the event the Subgrantee misuses funds or fails to perform according to the provisions of the Subgrant. The Subgrantee shall notify each Board member, in writing, within 15 days of receiving the executed Subgrant of this requirement, and the Subgrantee shall sign a statement of this effect prior to receiving funds under this subgrant.

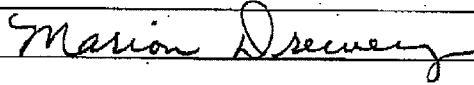
I acknowledge and agree to notify all members of the Board of Directors, if applicable, in writing of the assumption by Youth Villages, Inc. of liability in the event that Youth Villages, Inc. misuses funds or fails to perform according to the provisions of the Subgrant. Further, I will keep a copy of said notification letter as a permanent part of the Subgrant file.

Signature of Entity's Director 

Name: Patrick W. Lawler

Organization: Youth Villages, Inc.

Date: 6/7/2017

Witness Signature: 

Date: 6/7/2017

Subgrant Acceptance Form

**MDHS Subgrant/Agreement Manual Acceptance Form****Subgrant/Agreement Manual Coordinator**

Each Subgrantee should designate a Mississippi Department of Child Protection Services, Mississippi Department of Human Services Subgrant/Agreement Manual coordinator who is familiar with the agency's operations. The coordinator's name, address, and telephone number should be sent directly to the Director, Office of Monitoring, Mississippi Department of Human Services, by the beginning of each contract period. The subgrantee should only notify the Director, Office of Monitoring, MDHS, in writing of any change in assignment.

As duly authorized representative of the Youth Villages, Inc., I certify that said organization will comply with the above provisions and that I have accessed as of this date, a copy of the 2016 Mississippi Department of Human Services Subgrant/Agreement Manual.

Signature

Date

6/7/2017

Title

Youth Villages, Inc.
Organization

W9 FORM

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Youth Villages, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) **P**
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) **P**

☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

3320 Brother Blvd.

6 City, state, and ZIP code

Memphis, TN 38133

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

5	8	-	1	7	1	6	9	7	0
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person

Date **6/7/2017**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

DocuSign Envelope ID: E756D558-06D7-479F-BCF0-C8B36F9E2E83

E-VERIFY

DocuSign Envelope ID: E756D558-06D7-479F-BCF0-C8B36F9E2E83

DocuSign Envelope ID: 6631EEC0-A8DD-4D70-8593-B24CCD35BBA1



Company ID Number: 65719

Client Company ID Number: 861949

Approved by:

Employer Youth Villages, Inc.	
Name (Please Type or Print)	Title
Signature	Date
E-Verify Employer Agent SilkRoad technology, Inc.	
Name (Please Type or Print)	Title
Elizabeth Christensen	
Signature Electronically Signed	Date 02/10/2015
Department of Homeland Security – Verification Division	
Name (Please Type or Print)	Title
USCIS Verification Division	
Signature Electronically Signed	Date 02/11/2015

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DocuSign Envelope ID: 6631EEC0-A8DD-4D70-8593-B24CCD35BBA1



Company ID Number: 65719

Client Company ID Number: 851949

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	Youth Villages, Inc.
Company Facility Address	3320 Brother Blvd. Memphis, TN 38018
Company Alternate Address	PO Box 341154 Memphis, TN 38184
County or Parish	SHELBY
Employer Identification Number	581716970
North American Industry Classification Systems Code	624
Parent Company	Youth Villages, Inc.
Number of Employees	1,000 to 2,499
Number of Sites Verified for	67

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DocuSign Envelope ID: 6631EEC0-A8DD-4D70-8593-B24CCD35BBA1



Company ID Number: 65719

Client Company ID Number: 851949

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

ALABAMA	3 site(s)
DIST OF COL	1 site(s)
FLORIDA	2 site(s)
GEORGIA	2 site(s)
INDIANA	5 site(s)
MASSACHUSETTS	6 site(s)
MISSISSIPPI	7 site(s)
NORTH CAROLINA	10 site(s)
NEW HAMPSHIRE	1 site(s)
OKLAHOMA	1 site(s)
OREGON	2 site(s)
TENNESSEE	27 site(s)

DocuSign Envelope ID: E756D558-06D7-479F-BCF0-C8B36F9E2E83

DocuSign Envelope ID: 6631EEC0-A8DD-4D70-8593-B24CCD35BBA1



Company ID Number: 65719

Client Company ID Number: 851949

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Janie Taylor
Phone Number (901) 251 - 5000
Fax Number
Email Address janie.taylor@youthvillages.org

Name Stephanie Highland
Phone Number (901) 251 - 5000
Fax Number
Email Address stephanie.highland@youthvillages.org

Fidelity Bond/ Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

YOUTVIL-01

CLPA

DATE (MM/DD/YYYY)

11/21/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kowalko & Wilson Int Group, LLC 8700 Trail Lake Drive West Suite 300 Memphis, TN 38125		CONTACT Name: Patsy Clark - Senior Client Executive Phone: 901-345-1868 Email: polark@kwilson.com	
INSURED Youth Villages, Inc. 3820 Brother Blvd Memphis, TN 38133		INSURER(S) AFFORDING COVERAGE Insurer A: Philadelphia Indemnity Insurance Company 18068 Insurer B: Insurer C: Insurer D: Insurer E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	POLICY NUMBER	START DATE	END DATE	COVERAGE	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl Abuse & Molestation <input checked="" type="checkbox"/> Professional - Per Occur GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	PHPK1530828	8/1/2015	8/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional \$1 per occ / \$3M aggr	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	PHPK1530828	8/1/2015	8/1/2017	COMBINED SINGLE LIMIT (Per occurrence) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	PHUB550940	8/1/2015	8/1/2017	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000	
WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in MS) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A			WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

SUBGRANT MODIFICATION SIGNATURE SHEET

DocuSign Envelope ID: ADACBEA8-D357-4BCA-9414-8EDCDC110CB6

MISSISSIPPI
FORM MDHS-SCSS-1004
Revised 10/31/2016

STATE OF MISSISSIPPI
MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
SUBGRANT MODIFICATION SIGNATURE SHEET
P.O. BOX 352
JACKSON, MISSISSIPPI 39205-0352

MDHS DIVISION:

<p>1. SUBGRANTEE'S NAME, ADDRESS & PHONE NUMBER:</p> <p><u>Youth Villages, Inc.</u> <u>3320 Brother Blvd</u> <u>Memphis, TN 38133</u></p> <p>CONTACT PERSON: <u>Amy Adams</u></p> <p>DUNS: <u>17350645</u></p> <p>E-MAIL: <u>amy.adams@youthvillages.org</u></p> <p>PHONE: <u>601-572-3747</u></p>	<p>2. EFFECTIVE DATE:</p> <p><u>February 2, 2018</u></p> <p>3. AGREEMENT NUMBER(S):</p> <p>4. MODIFICATION NUMBER(S): 1</p> <p>Funding Source & Year: <u>G1801MSFPSS</u></p> <p>5. BEGINNING AND ENDING DATES:</p> <p><u>October 1, 2017 through September 30, 2019</u></p> <p>6. SUBGRANT PAYMENT METHOD:</p> <p><u> </u> CURRENT NEEDS/CASH ADVANCE <u> X </u> COST REIMBURSEMENT <u> </u> OTHER</p> <p>7. PAGE 1 OF 5</p>									
<p>8. THE FOLLOWING FUNDS ARE OBLIGATED:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">FEDERAL \$ <u>3,942,000.00</u></td> <td style="width: 50%;">ADMINISTRATION \$ <u> </u></td> </tr> <tr> <td>STATE \$ <u>1,314,000.00</u></td> <td>SERVICES \$ <u> </u></td> </tr> <tr> <td>OTHER \$ <u> </u></td> <td>OTHER \$ <u> </u></td> </tr> <tr> <td>TOTAL \$ <u>5,256,000.00</u></td> <td>TOTAL \$ <u>5,256,000.00</u></td> </tr> </table>		FEDERAL \$ <u>3,942,000.00</u>	ADMINISTRATION \$ <u> </u>	STATE \$ <u>1,314,000.00</u>	SERVICES \$ <u> </u>	OTHER \$ <u> </u>	OTHER \$ <u> </u>	TOTAL \$ <u>5,256,000.00</u>	TOTAL \$ <u>5,256,000.00</u>	
FEDERAL \$ <u>3,942,000.00</u>	ADMINISTRATION \$ <u> </u>									
STATE \$ <u>1,314,000.00</u>	SERVICES \$ <u> </u>									
OTHER \$ <u> </u>	OTHER \$ <u> </u>									
TOTAL \$ <u>5,256,000.00</u>	TOTAL \$ <u>5,256,000.00</u>									
<p>9. THE ABOVE SUBGRANT IS HEREBY MODIFIED AS FOLLOWS:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;"><u>FROM (Activity/Category):</u></td> <td style="width: 33%;"><u>TO (Activity/Category):</u></td> <td style="width: 33%;"><u>DIFFERENCE(+/-)</u></td> </tr> <tr> <td><u>See attached budget pages</u></td> <td><u>See attached budget pages</u></td> <td><u>(By funding source)</u></td> </tr> <tr> <td style="border: 1px solid black; height: 40px;"></td> <td style="border: 1px solid black; height: 40px;"></td> <td style="border: 1px solid black; height: 40px;"></td> </tr> </table> <p>REASONS FOR MODIFICATION (If additional space is needed, please attached typed page(s):</p> <div style="border: 1px solid black; padding: 10px; min-height: 80px;"> <p>The purpose of this modification is to allow MDCPS an opportunity to adjust the subgrantee signature, Cost Summary Support Sheets, Budget Summary Support Sheet and Budget Narrative in accordance with the Child Welfare Services grant and state funding prior to initiating payments and prevent audit findings.</p> </div> <p>**IF ADDITIONAL FUNDS ARE REQUESTED ATTACH A COPY OF THE ORIGINAL BUDGET</p>		<u>FROM (Activity/Category):</u>	<u>TO (Activity/Category):</u>	<u>DIFFERENCE(+/-)</u>	<u>See attached budget pages</u>	<u>See attached budget pages</u>	<u>(By funding source)</u>			
<u>FROM (Activity/Category):</u>	<u>TO (Activity/Category):</u>	<u>DIFFERENCE(+/-)</u>								
<u>See attached budget pages</u>	<u>See attached budget pages</u>	<u>(By funding source)</u>								
<p>10. APPROVED FOR MDCPS</p> <p>DocuSigned by:</p> <p>BY: <u><i>[Signature]</i></u> DATE <u>2/6/2018</u> 5:04 PM CST</p> <p>MDCPS COMMISSIONER/DESIGNEE</p> <p>EBEA6224BCCC46B...</p>	<p>11. APPROVED FOR SUBGRANTEE:</p> <p>DocuSigned by:</p> <p>BY: <u><i>[Signature]</i></u> DATE <u>2/6/2018</u> 4:23 PM CST</p> <p>TITLE <u>Chief Executive Officer</u></p>									

BUDGET SHEETS:
BUDGET SUMMARY
COST SUMMARY SUPPORT SHEET
BUDGET NARRATIVE

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***Budget and Budget Narrative
Time-Limited Reunification Funds***

For the subgrant period from October 1, 2017 to September 30, 2019, Youth Villages will provide in-CIRCLE services. This service will be available to families 24 hours, seven days a week, and includes therapeutic and support services based on the needs of the individual family and children.

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
BUDGET SUMMARY**

Page 2 of 5 Pages

1. Applicant Agency Youth Villages, Inc.						
2. Agreement Number		3. Grant ID		4. Beginning Date:	5. Ending Date:	
		G1801MSFPSS		October 1, 2017	September 30, 2019	
6. Submitted as part of (check one):						
A. Funding Request (X)		B. Modification ()		Modification Effective Date: February 2, 2018		
7. Budget Activity	Funding Sources					
	Federal	State	Local	Program	In-Kind	Total
in-CIRCLE Services	\$1,472,418.00	\$490,806.00				\$1,963,224.00
TOTAL						\$1,963,224.00



**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES COST
SUMMARY SUPPORT SHEET**

Page 3 of 5 Pages

1. Applicant Agency Youth Villages, Inc.						
2. Agreement Number		3. Grant ID		4. Beginning Date:		5. Ending Date:
		G1801MSFPSS		October 1, 2017		September 30, 2019
6. Activity						
	8. Budget Amount					
7. Budget Category	Federal	State	Local	Program	In-Kind	Total
Salaries/wages	\$838,320.00	\$279,440.00				\$1,117,760.00
Fringe Benefits	\$205,388.40	\$68,462.80				\$273,851.20
Travel	\$226,843.42	\$75,614.47				\$302,457.89
Contractual Services	\$53,010.00	\$17,670.00				\$70,680.00
Commodities	\$15,000.00	\$5000.00				\$20,000.00
Capital Outlay- Equipment						
Capital Outlay – Other						
Subsidies/Loans/Grants						
Indirect Cost	\$133,856.18	\$44,618.73				\$178,474.91
TOTAL	\$1,472,418.00	\$490,806.00				\$1,963,224.00



As requested, the following budget narrative provides a complete description of each item of cost under each budget category for each budget activity under the subgrant. This budget narrative is reflective of a two year period only an estimate and should be used for informational purposes only and not for payment or audit purposes.

A. SALARIES AND WAGES

Listed below are the staff we anticipate hiring for in-CIRCLE services. Throughout the hiring process, relocation assistance and sign on bonuses will also be available to attract highly qualified staff.

Therapists – This position provides therapy services for assigned caseload, on call 24 hours/day, 7 days/week, with interventions focusing primarily on family functioning and problem behaviors. Salary will not exceed \$43,000.

Up to three (3) full-time equivalent positions

Family Resource Coordinator – This position provides support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on the family and addressing the school, peers, community and the individual child's needs. Salary will not exceed \$43,000.

Up to twelve (12) full-time equivalent positions

Peer Supports – This position provides peer support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on supporting the caregiver in building skills related to providing basic needs to the child(ren). This is an hourly position that will not exceed \$16.00/hour.

Up to two (2) full-time equivalent positions

Team Supervisors – This position provides clinical supervision for up to 5 In Home staff by co-leading (with Clinical Consultant) the clinical consultation meetings (reviews of treatment plans) and individual supervision (field supervision and professional development). Salary will not exceed \$45,000.

Up to three (3) full-time equivalent positions

Regional Supervisor – This position manages the services in the assigned region by focusing on the quality of services, effectiveness of the clinical supervisors, customer relations, interviewing and hiring staff, implementation of utilization review, implementation of quality management, and employee recognition and motivation. Salary will not exceed \$52,000.

One (1) full-time equivalent positions

Clinical Consultant – This position provides weekly clinical team supervision (review treatment plans weekly with Team Supervisors and In Home staff) and coordinates



clinical training. Salary will not exceed \$60,000.

Up to one (1) full-time equivalent position

Administrative Support Position- Salary will not exceed \$43,000.

One (1) full-time equivalent position

Total Salaries – \$1,117,760.00

B. FRINGE BENEFITS

Fringe benefits are calculated at 24.5% of salaries and include the following:

- FICA
- SUTA
- Group Insurance
- Dental Insurance
- Disability Insurance
- Pension
- Workers Comp Insurance
- Education Benefit
- Health Maintenance Benefit
- Medical Insurance
- Other Insurance
- Physicals
- Vision Insurance
- YV Retirement Plan

Total Fringe Benefits-\$273,851.20

C. TRAVEL

Staff Mileage – Because this service will be statewide, including delivery in both urban and rural/remote areas, it is anticipated that travel costs will vary widely among program staff. Mileage is reimbursed at \$0.42/mile.

These expenses also include costs (e.g. transportation, hotel, meals, and car rentals) related to additional anticipated travel associated with trainings, meetings, and other events.

Total Travel Expenses-\$302,457.89

D. CONTRACTUAL SERVICES

Expenses could include, but are not limited to the following categories:

- Printing
- Postage
- Telephone Expenses: cell phone reimbursements (between \$50 - \$80 per staff per month), land line costs, and data lines
- Occupancy/utilities (up to \$70,000)
- Professional Fees and Services: Program consultants, psychiatrists, psychologists
- Maintenance associated with computers, printers, telephones, and other equipment
- Allocated cost of general liability, professional liability, umbrella policy, and bonding

Total Contractual Expenses-\$70,680.00



E. COMMODITIES

Expenses could include, but are not limited to the following categories:

- Advertising costs approximately \$2,000
- Employee screening/background tests estimating \$2,000
- Exhibits
- Fees and permits
- Employee appreciation/recognition/luncheons/conferences/retreats
- Training
- Seminars/workshops/conferences estimating \$10,000 for furthering education
- Trainings/training materials
- Memberships dues
- Office Supplies
- Wraparound/flexible funds allowing around \$6,000 for families' needs
- Birthday and holiday gifts

Total Commodity Expenses-- \$20,000.00

F. CAPITAL OUTLAY – EQUIPMENT

N/A

G. CAPITAL OUTLAY – OTHER

N/A

H. SUBSIDIES, LOANS AND GRANTS

N/A

I. INDIRECT COST

Corporate Overhead –For purposes of this grant, corporate costs cannot exceed 10% of direct grant expenditures because of cap placed on grant. This expense covers Youth Villages' support departments such as finance, research and evaluation.

Total Corporate Overhead Expenses – \$178,474.91

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***Budget and Budget Narrative
Family Preservation Funds***

For the subgrant period from October 1, 2017 to September 30, 2019, Youth Villages will provide in-CIRCLE services. This service will be available to families 24 hours, seven days a week, and includes therapeutic and support services based on the needs of the individual family and children.

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**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES
BUDGET SUMMARY**

Page 4 of 5 Pages

1. Applicant Agency		Youth Villages, Inc.				
2. Agreement Number		3. Grant ID		4. Beginning Date: October 1, 2017		5. Ending Date: September 30, 2019
		G1801MSFPSS				
6. Submitted as part of (check one):						
A. Funding Request (X)		B. Modification ()		Modification Effective Date: February 2, 2018		
	Funding Sources					
7. Budget Activity	Federal	State	Local	Program	In-Kind	Total
in-CIRCLE Services	\$2,469,582.00	\$823,194.00				\$3,292,776.00
TOTAL						\$3,292,776.00



**MISSISSIPPI DEPARTMENT OF HUMAN SERVICES COST
SUMMARY SUPPORT SHEET
FAMILY PRESERVATION FUNDS ONLY**

Page 5 of 5 Pages

1. Applicant Agency Youth Villages, Inc.						
2. Agreement Number		3. Grant ID		4. Beginning Date:		5. Ending Date:
		G1801MSFPSS		October 1, 2017		September 30, 2019
6. Activity						
	8. Budget Amount					
7. Budget Category	Federal	State	Local	Program	In-Kind	Total
Salaries/wages	\$1,375,140.00	\$458,380.00				\$1,833,520.00
Fringe Benefits	\$336,909.30	\$112,303.10				\$449,212.40
Travel	\$292,230.00	\$97,410.00				\$389,640.00
Contractual Services	\$192,150.00	\$64,050.00				\$256,200.00
Commodities	\$33,645.25	\$11,215.08				\$44,860.33
Capital Outlay - Equipment						
Capital Outlay -- Other	\$15,000.00	\$5,000.00				\$20,000.00
Subsidies/Loans/Grants						
Indirect Cost	\$224,507.45	\$74,835.82				\$299,343.27
TOTAL	\$2,469,582.00	\$823,194.00				\$3,292,776.00



Budget Narrative

As requested, the following budget narrative provides a complete description of each item of cost under each budget category for each budget activity under the subgrant. This budget narrative is reflective of a two year period only an estimate and should be used for informational purposes only and not for payment or audit purposes.

A. SALARIES AND WAGES

Listed below are the staff we anticipate hiring for in-CIRCLE services. Throughout the hiring process, relocation assistance and sign on bonuses will be available to attract highly qualified staff.

Therapists – This position provides therapy services for assigned caseload, on call 24 hours/day, 7 days/week, with interventions focusing primarily on family functioning and problem behaviors. Salary will not exceed \$43,000.

Up to four (4) full-time equivalent positions

Family Resource Coordinator – This position provides support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on the family and addressing the school, peers, community and the individual child's needs. Salary will not exceed \$43,000.

Up to sixteen (16) full-time equivalent positions

Peer Supports – This position provides peer support services for assigned caseload, conducts home visits several times a week for intensive cases, on call 24 hours/day, 7 days/week, with interventions focusing primarily on supporting the caregiver in building skills related to providing basic needs to the child(ren). This is an hourly position that will not exceed \$16.00/hour.

Up to three (3) full-time equivalent positions

Team Supervisors – This position provides clinical supervision for up to 5 In Home staff by co-leading (with Clinical Consultant) the clinical consultation meetings (reviews of treatment plans) and individual supervision (field supervision and professional development). Salary will not exceed \$45,000.

Up to four (4) full-time equivalent positions

Regional Supervisor – This position manages the services in the assigned region by focusing on the quality of services, effectiveness of the clinical supervisors, customer relations, interviewing and hiring staff, implementation of utilization review, implementation of quality management, and employee recognition and motivation. Salary will not exceed \$52,000.

One (1) full-time equivalent positions



The force for families | MISSISSIPPI

Clinical Consultant – This position provides weekly clinical team supervision (reviews all treatment plans weekly with Team Supervisors and In Home staff) and coordinates clinical training. Salary will not exceed \$60,000.

Up to one (1) full-time equivalent position

Administrative Support Position - Salary will not exceed \$43,000.

One (1) full-time equivalent position that will support all in-CIRCLE staff with office duties.

Total Salaries – \$1,833,520.00

B. FRINGE BENEFITS

Fringe benefits are calculated at 24.5% of salaries and include the following:

- FICA
- SUTA
- Group Insurance
- Dental Insurance
- Disability Insurance
- Pension
- Workers Comp Insurance
- Education Benefit
- Health Maintenance Benefit
- Medical Insurance
- Other Insurance
- Physicals
- Vision Insurance
- YV Retirement Plan

Total Fringe Benefits-\$449,212.40

C. TRAVEL

Staff Mileage – Because this service will be statewide, including delivery in both urban and rural/remote areas, it is anticipated that travel costs will vary widely among program staff. Mileage is reimbursed at \$0.42/mile.

These expenses also include costs (e.g. transportation, hotel, meals, and car rentals) related to additional anticipated travel associated with trainings, meetings, and other events.

Total Travel Expenses-\$389,640.00

D. CONTRACTUAL SERVICES

Expenses could include, but are not limited to the following categories:

- Printing (no more than \$1,200)
- Postage (no more than \$1,000)
- Telephone Expenses: cell phone reimbursements (between \$50 - \$80 per staff per month), land line costs, and data lines
- Occupancy/utilities (up to \$155,000)
- Professional Fees and Services: Program consultants, psychiatrists, psychologists



- Maintenance associated with computers, printers, telephones, and other equipment around \$24,000
- Allocated cost of general liability, professional liability, umbrella policy, and bonding

Total Contractual Expenses—\$256,200.00

E. COMMODITIES

Expenses could include, but are not limited to the following categories:

- Advertising costs approximately \$3,000
- Employee screening/background tests estimating \$6,000
- Exhibits
- Fees and permits around \$2,000
- Employee appreciation/recognition/luncheons/conferences/retreats no more than \$5,000
- Training around \$1,000
- Seminars/workshops/conferences estimating \$14,000 for furthering education
- Trainings/training materials
- Memberships dues no more than \$100
- Office Supplies estimating \$3,600
- Wraparound/flexible funds allowing around \$6,000 for families' needs
- Birthday and holiday gifts

Total Commodity Expenses— \$44,860.33

F. CAPITAL OUTLAY – EQUIPMENT

N/A

G. CAPITAL OUTLAY – OTHER

This category accounts for the cost of equipment and supplies over time, such as computers, mobile phones, printers, furniture, etc.

Total Capital Outlay–Other Expenses- \$20,000.00

H. SUBSIDIES, LOANS AND GRANTS

N/A

I. INDIRECT COST

Corporate Overhead –For purposes of this grant, corporate costs cannot exceed 10% of direct grant expenditures because of cap placed on grant. This expense covers Youth Villages' support departments such as finance, research and evaluation.

Total Corporate Overhead Expenses – \$299,343.27

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LONG/SHORT FORM MODIFICATION FORM

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LONG FORM/SHORT FORM

Revised 5/12/2016

LONG FORM/SHORT FORM

LONG FORM (OR SHORT FORM – ex. Extension only, typo and/or subgrant # change)

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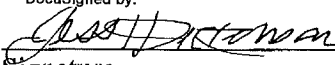
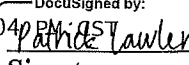
MODIFICATION OF (SUBGRANT/AGREEMENT) BETWEEN
THE MISSISSIPPI DEPARTMENT OF CHILD PROTECTION SERVICES
AND
YOUTH VILLAGES, INC.

This MODIFICATION is made part of the Subgrant entered into on October 3, 2017, by and between the Mississippi Department of Child Protection Services/Therapeutic Services and Youth Villages, Inc. for In Circle Modification #1. In consideration of the agreement of the Parties hereto modify the initial Subgrant between them, Mississippi Department of Child Protection Services/Therapeutic Services and Youth Villages, Inc. do hereby agree that effective on February 2, 2018, or after all parties have signed, whichever is later, said Subgrant is modified and amended as set out below:

The purpose of this modification is to allow MDCPS an opportunity to adjust the subgrantee signature, Cost Summary Support Sheets, Budget Summary Support Sheet and Budget Narrative in accordance with the Child Welfare Services grant and state funding prior to initiating payments and prevent audit findings.

All other terms, conditions, and provisions set out in the initial Subgrant and the Modification thereof, which are not in conflict with this Modification, shall remain in full force and in effect for the duration of the Subgrant.

IN WITNESS WHEREOF, the parties have executed this Subgrant Modification Number One, on the date appearing with their respective signatures below.

<p>APPROVED FOR MDCPS</p> <p>DocuSigned by:  2/6/2018 5:04 PM CST</p> <p>Signature _____ Date _____</p> <p><u>Jess H. Dickinson</u> Typed Name of Commissioner</p>	<p>APPROVED FOR YOUTH VILLAGES, INC.</p> <p>DocuSigned by:  2/6/2018 4:23 PM CST</p> <p>Signature _____ Date _____</p> <p><u>Patrick Lawler, Chief Executive Officer</u> Typed Name and Title</p>
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